

the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal, the day and year above set forth

My commission expires June 15, 1926. (Seal)

Arthur B. Crawford, Notary Public

Filed for record in Tulsa, Tulsa County, Oklahoma on March 18, 1924 at 8.00 o'clock A. M. in Book 485 page 139

Brady Brown, Deputy

(Seal)

O. C. Weaver, County Clerk

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COMPARED

CONTRACT

THIS AGREEMENT, by and between Mary E. Haigh of Tulsa, Okla., hereinafter called the vendor, and R. W. Lambert hereinafter called the purchaser:

Witnesseth, 1. That said vendor has agreed to sell and convey, and the said purchaser has agreed to buy, under terms hereinafter set forth, the following described property in the County of Tulsa, State of Oklahoma, to-wit: The South Forty (40) feet of Lot One (1), in Block Twenty-five (25), in College Addition to the City of Tulsa, Okla. according to the recorded plat thereof. Said purchaser hereby agrees to move the building now on the north 100 feet of said lot one, Block 25, College Addn. to the south 40 feet of said lot within ten days and make same modern within ninety days from date hereof. It is further agreed that contract and deed shall be placed in escrow in First Nat. Bank, Tulsa, Okla.

2. Said purchaser agrees to pay to said vendor the sum of Thirteen Hundred Seventy-five Dollars (\$1375.00), at Tulsa, Oklahoma, payable as follows, to-wit:

One Hundred and no/100 Dollars, cash in hand, the receipt of which is hereby acknowledged, and \$17.50 per month, payable on 21st day of each month thereafter, until the purchase price for said property is paid in full. All of said deferred payments to draw interest at the rate of 8% per annum, after Nov 15, 1924 said interest payable Monthly, Said installment payments being evidenced by one promissory notes of even date herewith, numbered to executed by said purchaser and payable to the order of the said vendor.

3. Said purchaser agrees to pay all taxes and assessments, general and special, that may be levied or imposed upon said premises after the year of 1935 immediately when said payments become due and payable.

4. Said vendor agrees that when said purchase price shall have been paid in full, the said vendor will execute and deliver to said purchaser, a warranty deed, conveying said lots free and clear of all incumbrances.

Said purchaser further agrees to keep said property at all times fully insured against fire, lightning and windstorm for the benefit of the said vendor, and not to commit, or suffer to be committed any waste upon the said premises, nor to permit thereon the accumulation of any waste or rubbish, nor to use the said premises in any manner which would increase the market value thereof: and at no time to introduce into or keep upon the said premises any substances forbidden by law or ordinances.

It is further understood and agreed that the said sale is made under the express agreement that time shall be of the essence of this contract and of all payments herein required to be made, and of all covenants herein contained, and that in the event that the said purchaser shall fail or refuse to make any of the payments herein provided for, or make default in paying any taxes or special assessments against said property when due, or in case of the purchaser's breach of any of the other terms or conditions of this contract, the said vendor may at its option, by written notice, rescind this contract, and the said purchaser agrees that, in such an event, all of the payments theretofore made by him, shall be held and retained by said vendor as rental for the use of said premises during the time which may have elapsed, and immediately upon such notice to return and deliver up possession of the said property to the said vendor without hindrance